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Attorney for Defendants  
AMERICAN CREDIT ACCEPTANCE, LLC,  
PAR, INC., and JILLIAN RAE LEE-BARKER  
dba COEUR D'ALENE VALLEY RECOVERY SERVICES

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON  
SPOKANE DIVISION

HECTOR LOYOLA and LINDA  
LOYOLA,  
Plaintiffs,  
v.  
AMERICAN CREDIT ACCEPTANCE,  
LLC, PAR, INC., and JILLIAN RAE LEE-  
BARKER dba COEUR D'ALENE  
VALLEY RECOVERY SERVICES,  
Defendants.

} Case No.: 2:19 CV-2

[PROPOSED] ORDER  
GRANTING DEFENDANTS'  
MOTION TO:  
(1) COMPEL ARBITRATION  
AND  
(2) DISMISS ALL CLAIMS

## INTRODUCTION

This matter came before the Court on Defendants' Motion to: (1) Compel Arbitration and (2) Dismiss All Claims. Defendants argue that the claims in the

1 Plaintiffs' Complaint are subject to an arbitration provision in the Retail Purchase  
2 Agreement.  
3

4 **FINDINGS AND LEGAL CONCLUSIONS**  
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6 Based on the evidence and written argument, the Court is satisfied that  
7 Defendant American Credit Acceptance, LLC is the assignee of the arbitration  
8 provision and is entitled to enforce it. And the Court is satisfied that the remaining  
9 Defendants (PAR, Inc. and Jillian Rae Lee-Barker dba Coeur D'Alene Valley  
10 Recovery Services) are entitled to enforce the arbitration agreement under the law  
11 of agency and estoppel.  
12

13 If there were questions about the enforceability of the arbitration provision,  
14 those questions must be submitted to the arbitrator. *See Henry Schein, Inc. v.*  
15 *Archer & White Sales, Inc.*, 139 S. Ct. 524, 528 (2019).  
16

17 **CONCLUSION AND ORDER**  
18

19 Having considered the relevant pleadings, declarations, and exhibits, and the  
20 remainder of the record, the Court hereby ORDERS:  
21

- 22 1. All of Plaintiffs' claims are hereby dismissed with prejudice.  
23  
24 2. If Plaintiffs wish to pursue the claims that are dismissed, they are  
25 compelled to pursue those claims in arbitration, under the provisions  
26 in the Retail Purchase Agreement, rather than in Court.  
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1 DATED this \_\_\_\_ day of February, 2019.  
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HON. SALVADOR MENDOZA, JR.  
UNITED STATES DISTRICT JUDGE

12 Presented by:  
13 WOLFF, HISLOP & CROCKETT, PLLC

14 By: /s Aaron D. Dunham  
15 Aaron D. Dunham, WSBA No. 46405

16 Attorney for Defendants  
17 American Credit Acceptance, LLC,  
18 PAR, Inc., and  
19 Jillian Rae Lee-Barker dba Coeur d'Alene Valley  
20 Recovery Services

1 CERTIFICATE OF SERVICE  
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I hereby certify that on February 15, 2019, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System, which in turn automatically generated a Notice of Electronic Filing (NEF) to all parties in the case who are registered users of the CM/ECF system. The NEF for the foregoing specifically identifies recipients of electronic notice:

7 FOR PLAINTIFFS  
8  
9

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Signed and dated at Spokane Valley, Washington this 15th day of February, 2019.

WOLFF, HISLOP & CROCKETT, PLLC

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